measure that has now been adopted by the New York PSC and the Massachusetts DTE. Recalculating Verizon's performance according to this revised measure confirms that Verizon is providing nondiscriminatory service.

77.   As we previously reported, the weighted average I-Code rate under the new consensus rules for September through November 2000 was 4.78 for CLECs and 3.3 for Verizon's retail customers. Or to put it another way, this means that no troubles are found in the first 30 days on over 95 percent of the unbundled DSL loops installed for CLECs, and no troubles are found in the first 30 days on more than 96 percent of the retail DSL lines installed within the same period.

78.   Verizon's performance under the new consensus rules for this measure has continued to reflect parity. In December, the I-Code rate under the new consensus rules was 3.71 for CLECs and 2.79 for Verizon's retail customers. *See* Atts. A & I. In January, the I-Code rate under the new consensus rules was 4.47 for CLECs and 2.64 for Verizon's retail customers, and is reported in the January Carrier-to-Carrier report. *See* Att. A. Or to put it another way, this means that no troubles are found in the first 30 days on over 95 percent of the unbundled DSL loops installed for CLECs, and no troubles are found in the first 30 days on more than 97 percent of the retail lines installed within the same period. This small difference in the I-Code rates is not competitively significant.

79.   We also explained in our supplemental declaration that the I-Code rates are skewed by the CLECs' behavior in failing to conduct acceptance testing properly. We identified those I-Codes on acceptance tested loops that involved troubles that would have been revealed by properly conducted acceptance testing and excluded them from the I-Code rates that were calculated under the new consensus measures. Once this

adjustment is made, the results are comparable to Verizon's retail results. The adjusted rate is 1.43 percent for September 2000, 4.04 percent for October 2000, and 1.94 percent for November 2000. *See* Lacouture/Ruesterholz Supp. Decl. Att. AA. This adjustment eliminated the gap between the CLEC and retail I-Code rate in September and November 2000 and reduces it to less than one percentage point in October 2000. The weighted average during this period is 2.36 percent for CLECs and 3.30 percent for Verizon. *See id.* This performance continued into January 2001. When the new consensus measure for January is adjusted for those I-Codes where the CLEC tested and accepted the loop and the repair was one that could have been resolved during the installation if the CLEC had properly acceptance tested the loop, the CLEC I-Code rate is 2.49, as compared to the retail rate of 2.64.

80. Moreover, more than 95 percent of CLEC DSL loop orders are dispatch orders while fewer than 17 percent of retail POTS orders involve a dispatch. If the CLEC I-Code rate is instead compared to the I-Code rate on POTS orders that required a dispatch, the results are better for CLECs. In December, the I-Code rate on Verizon's retail POTS orders that required a dispatch was 6.85, compared to 5.54 for CLECs. *See* Att. J. In January, the I-Code rate on Verizon's retail POTS orders that required a dispatch was 7.21, compared to 5.28 for CLECs. *See* Att. J. Thus, if you compare orders most like one another, the results are better for CLECs.

81. The Justice Department suggests that the new business rules for reporting I-Code rates may be flawed because, while "trouble reports from carriers that do not conduct acceptance tests are excluded from the numerator of this measure, orders from such carriers are not excluded from the denominator." DOJ Eval. at 10. The fact of the

matter is that the new business rules for calculating I-Code rates were proposed by the CLECs in the collaborative proceedings in New York and were adopted by the Massachusetts and New York commissions. *Proceeding on Motion of the Commission to Review Service Quality Standards for Telephone Companies*, Case 97-C-0139, Order Adopting Revisions to Inter-Carrier Service Quality Guidelines (NY PSC, Dec. 15, 2000); *Investigation by the Department of Telecommunications and Energy upon Its own Motion Pursuant to Section 271 of the Telecommunications Act of 1996 into the Compliance Filing of Verizon New England Inc. d/b/a Verizon Massachusetts as Part of its Application to the Federal Communications Commission for Entry into the In-Region InterLATA (Long Distance) Telephone Market*, DTE 99-271, Letter Order (MA DTE, Jan. 14, 2000) (Application, App. B, Tab 282). This revised definition reflects the fact that properly conducted acceptance testing would identify many installation-related issues that could be resolved at the time the CLEC tested the loop. If a CLEC chooses not to engage in cooperative testing, the same opportunity does not exist, and the CLEC's choice not to engage in such testing should not be counted against Verizon. Moreover, the new business rules create an incentive for CLECs to participate in cooperative testing of DSL loops so that their trouble reports are counted in the calculation of the I-Code rate.

82.   Covad complains that "in October 2000, ****   **** percent of Covad orders were I-code orders, compared with just 2.81 percent of Verizon retail customers." Covad Comments at 11. Covad is manipulating the data to present a misleading picture of Verizon's performance.

83.   In September 2000, Covad's I-Code rate was only ****   ****

percent and the weighted average between September and November was

****   **** percent. *See* Lacouture/Ruesterholz Supp. Decl. Att. AA. In addition,

when Covad's I-Code rate is adjusted for Covad's failure to conduct acceptance testing

properly, it falls to ****   **** percent for the period September through November.

See Lacouture/Ruesterholz Supp. Decl. Att. AA. This adjusted I-Code rate is

****   **** the I-Code rate of 3.30 percent on Verizon's retail orders, as

calculated under the new consensus rules.

84.   NAS makes a similar claim, asserting that "a problem occurred with

****   **** percent of NAS loops within 30 days of installation during [October and

November] while a problem occurred with just 3.1 percent of the loops Verizon installed

for its retail customers." NAS Comments at 11. NAS is similarly manipulating the data

to present a misleading picture of Verizon's performance.

85.   In September 2000, NAS' I-Code rate was only ****   **** percent

and the weighted average between September and November was ****   ****

percent. *See* Lacouture/Ruesterholz Supp. Decl. Att. AA. In addition, when NAS' I-

Code rate is adjusted for NAS' failure to conduct acceptance testing properly, it falls to

****   **** percent for the period September through November. *See id.* This

adjusted I-Code rate is ****   **** the I-Code rate

of 3.30 percent on Verizon's retail orders, as calculated under the new consensus rules.

86.   These variations in the I-Code rates between CLECs show that it is their

behavior that affects the I-Code rates, rather than Verizon's behavior. It also shows that

Verizon is capable of providing unbundled DSL loops with low I-Code rates.

87.   Covad also complains that in New York "DSL CLECs still experience over twice as many installation troubles – nonworking loops – as Verizon retail customers." Covad Comments at 5. As an initial matter, New York performance is not an issue in this proceeding because Verizon has already shown strong performance on DSL-capable loops with commercial volumes. Nevertheless, Verizon has already demonstrated that the reported I-Code rate on DSL loops provided in Massachusetts is skewed by CLEC behavior and when the rate is adjusted for the CLECs' failure to conduct acceptance testing properly, there is virtually no difference in the CLEC and retail I-Code rates. Although Verizon has not conducted a special study of its New York performance results, there is every reason to believe that the New York I-Code results are skewed by the same CLEC behaviors that are evident in Massachusetts.

88.   Covad challenges the adjustments Verizon made for acceptance testing issues, asserting that "the vast majority of these conditions could – and often do – arise after acceptance testing." Covad Comments at 12. Covad offers no proof that these conditions actually do occur after acceptance testing. In fact, Covad's assertions here stand in stark contract to its testimony before the Massachusetts Department of Telecommunications and Energy. In Massachusetts, Covad testified that "[t]he process that Covad experiences, if Bell Atlantic provisions the loop and through Harris testing we discover it has, for example, load coil on it, the way that is dealt with is through a trouble ticket. We have to call Bell Atlantic and open up a trouble ticket. Bell Atlantic has a commitment to clear a trouble ticket in 24 hours." Application, App. B, Tab 233 at 3247.

89.   As we explained in our supplemental declaration, during the months of September, October and November, Covad submitted trouble reports on ****   ****

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DSL loops that Covad had accepted after testing where the trouble condition was one that Covad should have been able to detect through properly conducted acceptance testing. Verizon excluded these trouble reports in calculating the adjusted I-Code rate for those months. Out of these ****   **** trouble reports, Covad challenges only ****   **** of them. Covad Comments at 13. Covad does not dispute the fact that the vast majority of the trouble tickets submitted by Covad involved conditions that Covad should have identified during acceptance testing. And even if Covad were correct that the ****   **** trouble reports it questioned could not have been avoided through proper acceptance testing, those few orders would not change significantly the adjusted I-Code rate for Covad.

90.   Covad asserts that it accepted these ****   **** DSL loops only "because Verizon technicians did an improper acceptance test . . . ." Covad Comments at 16. This is not true. As an initial matter, it is Covad – not Verizon – that performs the test on the loop. Verizon's technician simply calls Covad once the loop is installed and places a short on the loop to enable Covad's technician to perform a test on the loop.

91.   Moreover, Verizon's review of the data submitted for the ****   **** DSL loops indicates that there were, in fact, problems with the loops that should have been detected when Covad's technician tested the loop. In two cases, Covad's test equipment was not available to perform the test. Covad Comments, Clancy Decl. ¶¶ 21, 22. In two other cases, Covad's acceptance test failed to identify the presence of a load coil on one loop and a half ringer on the other. Covad Comments, Clancy Decl. ¶¶ 13, 17. Verizon did not install the load coil or half ringer during the 7 days between Verizon's installation of the DSL loops and Covad's submission of the trouble reports.

In one case, Covad tested and accepted a loop that Verizon had identified as defective. Covad Comments, Clancy Decl. ¶ 20. In another case, Covad's technician went to the wrong demarcation point to locate the loop at the customer's premises. Covad Comments, Clancy Decl. ¶ 19. And in yet another case, Covad couldn't locate the data on the loop in its own database. Covad Comments, Clancy Decl. ¶ 23.

92.   There is no reason for Verizon technicians to conduct the acceptance test improperly. Verizon trains all of its DSL loop installation personnel to conduct the acceptance test from the demarcation point ("NID") at the customer's premises, not from a point on the loop that is closer to the central office. *See* Att. K. In addition, there is no incentive for a Verizon technician to trick a CLEC into accepting a loop that is not capable of supporting DSL service. If the CLEC does not accept the loop, the technician will score that loop order as a "facility miss" and attempt to locate another loop or condition the loop that did not pass the CLEC's acceptance test. If no other DSL-capable loop is available and conditioning will not make the loop DSL-capable, Verizon's technician will reject the order. Neither Verizon nor the technician is penalized for a loop that fails the CLEC's acceptance test.

93.   As we explained previously, there are at least three possible reasons why a CLEC such as Covad might accept a loop that is incapable of supporting DSL service. First, CLEC technicians may not be performing as detailed an acceptance test as they should because of either training or equipment limitations. In fact, CLECs have acknowledged in other instances that their use of inexperienced technicians causes post-installation troubles to be reported for problems that should have been discovered during acceptance testing. In January, CLECs submitted 58 trouble reports within 30 days of

installation that indicated "no continuity" only to find when Verizon's technician was dispatched that there had never been anything wrong with the loop. There were an additional 12 trouble reports reporting load coils, ringers or voltage on the line – none of which were found in the Verizon network. Second, CLECs may be submitting repair requests on the loops in the hopes that Verizon's repair personnel will take whatever measures are required to condition the loop to make it compatible with the service the CLEC intends to provide to the end user. Third, CLECs may submit trouble reports simply to try to get a somewhat "better" loop than the one they already have that will support higher speeds, even though the provisioned loop is working and meets DSL specifications. In these cases, many times the only viable solution to resolve the trouble report is to reassign the loop to a new facility, if available, or construct new facilities. If CLECs were to request the construction of such new facilities at the time the order is being provisioned, they would incur the cost of that construction.

94.   Rhythms claims it reviewed the list of I-Codes Verizon excluded for acceptance testing reasons and that "its records not [sic] match Verizon's." Rhythms Comments at 18. First, Rhythms did not provide any records for ****   **** of the ****   **** Rhythms's I-Codes that Verizon excluded in its analysis. Rhythms effectively concedes that the majority of the I-Codes Verizon excluded in its analysis were properly excluded. Second, Rhythms provides records for ****   **** I-Codes that Verizon did not exclude from its analysis. These records are not relevant. Finally, of the remaining ****   **** records submitted by Rhythms, ****   **** records show that there was a ringer on the line (which should have been detected by Rhythms during acceptance testing) (****

****), ****   **** records contain inconclusive information

(****   ****), ****   **** record contains

no relevant data (****   ****), and only ****   **** records

suggest that the I-Code was not related to Rhythms's failure to properly perform

acceptance testing.

E.   Maintenance and Repair.

95.   As we explained in our supplemental declaration, Verizon is also making

its repair services available to CLECs on a nondiscriminatory basis. The best indicator of

Verizon's maintenance and repair performance is its timeliness in meeting its repair

appointments. Verizon's performance in meeting repair appointments is calculated as the

inverse of the missed repair appointment measure (*i.e.*, 100 percent minus the percent

missed appointments). During September through November 2000, Verizon met 85

percent of repair appointments for CLECs as compared to approximately 86 percent for

Verizon's retail DSL customers. *See* Lacouture/Ruesterholz Supp. Decl. Att. EE.

96.   Verizon's maintenance performance on unbundled DSL loops has

continued to reflect parity. In December, Verizon met 87 percent of repair appointments

for CLECs as compared to approximately 74 percent for Verizon's retail DSL customers.

See Att. A. In January, Verizon met 88 percent of repair appointments for CLECs as

compared to approximately 87 percent for Verizon's retail DSL customers. *See id.*

97.   The only measure of Verizon's maintenance performance that had been at

issue was the comparative intervals to complete repairs on unbundled DSL loops. As we

explained in our supplemental declaration, this measure is affected by CLEC behavior in

more frequently rejecting weekend appointments. Nevertheless, Verizon worked with

CLECs to improve results in completing repairs on unbundled DSL loops as quickly as possible. Between May and November 2000, Verizon reduced the total mean time to repair interval for DSL loops by more than 30 percent – from 46.63 hours to 31.70 hours. *See* Lacouture/Ruesterholz Supp. Decl. Att. FF. Moreover, in our supplemental declaration, we explained that much of the difference in repair intervals that had been reported in earlier months was due to the CLECs' own behavior or the behavior of the CLECs' customers in more frequently rejecting weekend repair appointments than retail customers do. *See id.* ¶¶ 118-123.

98. In December, Verizon's mean time to repair unbundled DSL loops fell to only 19.05 hours, which is about an hour longer that Verizon's retail performance. *See* Att. A. This represents the weighted average of Mean Time to Repair – Loop and Mean Time to Repair – Central Office, both of which show better performance for CLECs than for Verizon's retail customers. Similarly, in January, Verizon's mean time to repair results for both loop and central office troubles were better for the CLECs than for Verizon retail customers. The total mean time to repair unbundled DSL loops in January was 16.90 hours, as compared to 24.22 hours for Verizon's retail performance. *See* Atts. A & L. Since the beginning of the summer, Verizon has reduced its total mean time to repair interval for DSL loops by more than 64 percent – from 46.63 hours to 16.90 hours. *See* Att. L.

99. DOJ acknowledges that Verizon's mean time to repair has "improved substantially," but notes that "Verizon has not established a consistent record of improved performance." DOJ also claims that Verizon's analysis of adjusting for refused

weekend appointments has not been incorporated into the Carrier-to-Carrier definition. DOJ Eval. at 11.

100.   The fact of the matter is that Verizon's most recent two months of performance has been very consistent. In December, Verizon's mean time to repair performance for CLECs was within about an hour of its retail performance and in January, was approximately 7 hours less than for retail. These performance intervals are based on the results reported in the Carrier-to-Carrier reports without any adjustment for the CLECs' more frequent rejection of weekend appointments. Moreover, no CLEC has challenged Verizon's adjustment of these figures to account for the CLECs rejection of weekend appointments.

101.   DOJ also claims that Verizon's performance on missed repair appointments "has been inconsistent." DOJ Eval. at 11. During both December and January, Verizon's performance in meeting repair appointments was better for CLECs than for its retail customers. And the weighted average of Verizon's performance during September through November shows that Verizon performed better for CLECs than for its retail customers. *See* Lacouture/Ruesterholz Supp. Decl. ¶ 115.

102.   Finally, DOJ notes that Verizon's performance on MR-4-08 (Percentage out of service more than 24 hours) "demonstrates a lack of parity, although the percentages are falling for both Verizon and CLECs, and the gap between the two is shrinking." DOJ Eval. at 12. The percentage of lines out of service more than 24 hours is largely derivative of the mean time to repair metric. In other words, the same CLEC behaviors that increase the CLEC mean time to repair also increase the percentage of lines out of service more than 24 hours. Just as the CLECs' rejection of weekend

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appointments increases the mean time to repair, their rejection of weekend appointments likewise increases the percentage of lines out of service more than 24 hours. In fact, each trouble report for which a CLEC rejects a weekend appointment is one that, by definition, will be out of service more than 24 hours.

III.   Verizon provides line sharing.

103.   As we demonstrated in our supplemental declaration, Verizon is providing carriers with line sharing in increasing numbers. From September 2000 through January 2001, Verizon has provided a total of approximately 51,000 line shared loops in Massachusetts. During December and January, Verizon completed more than 500 line shared loops in Massachusetts for CLECs and nearly ****   **** such loops for its separate data affiliate VADI. Verizon has also provided more than 110,000 line shared loops in New York. While we expect line sharing volumes to grow as CLECs begin to use line sharing in lieu of DSL loops, the volume of line sharing arrangements in Massachusetts is small compared to the 24,000 unbundled DSL loops, 112,000 total unbundled loops (including UNE-P arrangements) and 850,000 total competitive lines provided in Massachusetts.

104.   While commercial volumes of unbundled DSL loops have existed in Massachusetts for some time, line sharing is a new product, and its order volumes were initially low in Massachusetts. As a result, Verizon's initial application included line sharing performance data for New York as well as Massachusetts, because New York already had commercial volumes of line sharing. However, as noted above, Massachusetts is now processing commercial volumes of line sharing as well. And as discussed below, Verizon's line sharing performance in both states is strong.

A.   Pre-ordering

105.   Verizon provides carriers with the same pre-ordering capability for line

sharing that is available for unbundled DSL loops. No commenter raised any line

sharing-specific pre-ordering complaints. Because pre-ordering is the same for line

sharing and unbundled DSL loops, the responses provided to Commenters' pre-ordering

claims in Section II.A would, where relevant, apply here too.

B.   Ordering

106.   CLECs and VADI can submit line sharing orders using a choice of the

same Verizon electronic interfaces. Verizon's performance for processing line sharing

orders is excellent. As explained in our supplemental declaration, Verizon's ordering

performance for pre-qualified loops, whether for line sharing or unbundled DSL loops, is

included in the measures for "POTS & Pre-qualified Complex" loops. As discussed

above, for September through November, Verizon's timeliness in returning firm order

confirmations has been above 98 percent on time for those orders in Massachusetts. And

Verizon's performance continues to be at that level in December and January. *See* Att.

A.

107.   The Carrier-to-Carrier Guidelines require Verizon to report its ordering

performance for line sharing orders that are manually qualified separately. *See*

Lacouture/Ruesterholz Supp. Decl. ¶ 151. In our supplemental declaration, we indicated

that the number of manually qualified line sharing orders from September through

November was too small to draw any meaningful conclusions. As evidenced by the low

number of manually qualified orders in December and January, it is clear that carriers

continue to qualify the bulk of their loops through Verizon's mechanized pre-ordering process. *See* Atts. M & A.

C.   Provisioning

108.   Verizon's provisioning performance for line sharing is strong. Verizon continues to successfully install increasing numbers of line shared loops in Massachusetts and New York. With a total of over 160,000 line sharing orders completed to date in Massachusetts and New York, Verizon is capable of, and indeed is, handling commercial volumes of line sharing.

109.   As discussed in our supplemental declaration, there are several key performance measures that track Verizon's installation timeliness. The first two measures are the Percent Missed Appointments -VZ-No Dispatch (PR-4-05) and Percent Missed Appointments-VZ-Dispatch (PR-4-04). The inverse of the performance appearing for these measures shows the percentage of installation appointments that Verizon met on-time. As previously explained, most line sharing orders do not require a dispatch outside the central office for installation. Therefore, the no-dispatch measures are the most significant indicator of Verizon performance. As we explained in our supplemental declaration (¶ 157), Verizon became the first incumbent carrier to begin performing splitter signature tests in Massachusetts and New York during the first two weeks of December. Since orders in the second half of December and all of January could no longer be identified as "complete" unless the splitter was properly functioning, the reported results during this period accurately depict Verizon's performance.

110.   Verizon's performance in December and January demonstrates that it continues to provision line shared loops on time. In Massachusetts, Verizon completed

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99 percent of CLEC no-dispatch orders and 99.9 percent of VADI no-dispatch orders on time in December and January. *See* Atts. M & A. In New York, Verizon completed 99 percent of CLEC orders for this measure on-time in December and 98 percent on-time in January. *See id.*

111. The next pair of performance measures Verizon reports tracks the average number of days it takes Verizon to complete an order as measured from Verizon's receipt of a valid work order to its completion of the work on that order. These measures are the Average Interval Completed for no-dispatch (PR-2-02) and dispatched (PR-2-01) orders. As previously explained, it is the no-dispatch measure that is most significant. In our supplemental declaration, we showed that in Massachusetts in November the average interval completed on no-dispatch orders for the CLECs was 6.37 days and 7.53 days for VADI. Verizon's performance for the CLECs from September through November exceeded that provided to VADI in New York (6.30 days for CLECs and 6.55 days for VADI).

112. Verizon performance continues to be strong for these measures too. During December and January, in Massachusetts, the two-month weighted average interval completed for no-dispatch line sharing orders is 5.84 for the CLECs and 5.85 for VADI. Verizon's two-month weighted average interval completed for no-dispatch orders during the same two months in New York was better for the CLECs than for VADI (5.34 for the CLECs and 5.93 for VADI).

113. The final set of provisioning measures is the PR-3 series, which tracks the percentage of orders completed within the standard interval. From September through November, the standard provisioning interval for line sharing was 6 business days in both

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Massachusetts and New York. PR-3-10 measures the number of orders that Verizon completed within 6 business days, when the carrier requested a 6 business day interval. In Massachusetts, the standard interval for provisioning a line sharing order became 5 business days on November 26, and, in the middle of January, Verizon voluntarily agreed to a 4 business day standard interval. *See Department Letter Order D.T.E. 98-57* (MA DTE, Nov. 7, 2000). A copy of the notice to CLECs reducing the line sharing interval to 4 days in Massachusetts is attached as Attachment N. Finally, the standard interval for provisioning a line sharing order in New York became 4 business days in January. PR 3-08 measures the percent of orders completed within 5 days for no-dispatch orders, and PR 3-07 measures the percent of orders completed within 4 days.

114. Verizon's reported results on the PR 3 series shows that its performance is improving. Since the standard interval for provisioning line sharing in Massachusetts changed in the middle of the month, we reported results for both PR 3-07 (percent completed within 4 days) and PR 3-08 (percent completed within 5 days). Verizon provisioned over 97 percent of the orders within five days when a five-day (or less than five-day) interval was requested. Although Verizon provisioned 100 percent of the line sharing orders within four days when a four-day interval was requested, the number of observations is too small to make this a meaningful result.

115. Covad argues that our supplemental declaration improperly reported line sharing performance using a 6-business-day provisioning interval because the DTE has ordered a 5-business day interval. Covad Comments at 8. The DTE Order approving Verizon's revised tariff reducing the line sharing interval to 5 business days indicated that the effective date for that tariff was November 26, 2000. Consequently, Verizon properly

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used a six business day interval in measuring its September through November data. As we explain above, we used a five business day interval to measure results in December, and both a five and four business day interval to measure results in January.

D.   Quality

116.   Verizon is providing reliable line shared loops to CLECs. The first measures that track the number of trouble reports on line shared loops are Network Trouble Report Rate-Loop (MR-2-02) and Network Trouble Report Rate - Central Office (MR-2-03). As we have explained, the sum of these two measures provides the total picture of troubles with line shared loops. In our supplemental declaration, we demonstrated that the overall trouble report rate for line sharing has been extremely low. In Massachusetts from September through November 2000, the weighted average of the total trouble report rate was 1.4 for CLECs and about 0.9 for VADI. In New York for the same time period the weighted average of the total trouble report rate was 0.63 for CLECs and 0.31 for VADI.

117.   The total trouble report rate for line shared loops continues to be low. For December and January, the weighted average for the total trouble report rate in Massachusetts is 0.75 for CLECs and 0.27 for VADI. In New York, the total trouble report weighted average for the same two months, was 0.88 for the CLECs and 0.35 for VADI.

118.   The second quality measure tracks the subset of troubles reported within 30 days of installation, which are known as "I-Codes" (PR 6-01). Verizon's performance under this measure continues to be strong. In December, the I-Code rate for CLECs was

1.47 in Massachusetts and 1.14 in New York. *See* Att. M. In January, the I-Code for CLECs was 1.64 in Massachusetts and 1.03 in New York. *See* Att. A.

119.   Covad claims Verizon's I-Code data is skewed because Verizon classifies troubles associated with splitter wiring as "CPE troubles," which show up in performance measurements as CLEC-caused problems. Covad mistakenly assumes that Verizon's trouble designation codes are designed to assign blame for a trouble to either Verizon or a CLEC. They are not. Rather, Verizon trouble designation codes are designed to indicate whether the trouble is caused by an item that is a part of the Verizon network or an item that is not a part of that network. Splitters are not a part of Verizon's network. Consequently, when a Verizon technician resolves a splitter-related trouble, the technician accurately codes the trouble as one that is not a part of Verizon's network.

E.   Maintenance and Repair

120.   As explained in our supplemental declaration, Verizon is also making its maintenance and repair services available to CLECs in a nondiscriminatory manner. The measures for Missed Repair Appointment (MR-3-01 and MR-3-02), and the Mean Time to Repair (MR-4-02 and MR-4-03) are the best indicators of Verizon's maintenance and repair performance. Because the overwhelming majority of line sharing troubles do not require a dispatch outside the central office, we will focus our comments on Verizon's performance on these no-dispatch troubles.

121.   No commenter challenges Verizon's line sharing maintenance and repair performance. As the volume of line sharing orders has increased, Verizon's performance in this area remains strong. For example, in Massachusetts in December and January the total number of trouble tickets continues to be low, and Verizon missed only one CLEC

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repair appointment each month. *See* Atts. M & A. In New York, the two-month

weighted average for December and January shows that Verizon met 90 percent of the

CLECs' repair appointments and 87 percent of VADI's repair appointments. *See id.*

122.   In Massachusetts, the number of observations for mean time to repair is

too small to provide meaningful results for this measure. In New York, where the

CLECs submitted 50 no-dispatch trouble tickets during December and January, Verizon's

two-month weighted average mean time to repair for CLECs was 29 hours and 18.9

hours for VADI's 506 no dispatch troubles. *See id.*

123.   As previously noted, CLEC volumes for line sharing troubles found in the

Verizon network are very low. While the trouble volumes remain this low, the

performance data can fluctuate significantly and can be impacted severely by a single

trouble ticket. For example, in New York in January, a trouble ticket which involved a

build issue in the Astoria central office was closed after 40 days. Verizon held the

trouble ticket open until the build issue was resolved. This single ticket added 49 hours

to the mean time to repair in January, increasing the mean time to repair from 7.93 hours

(without that ticket) to 56.72 hours when the ticket is included and adding over 19 hours

to the weighted average of the mean time to repair for December and January.

124.   Verizon's performance measures accurately report its performance. The

Justice Department as well as others have questioned the validity of Verizon's line

sharing measures because of collocation-related problems. *See* DOJ Eval. at 13. While

Verizon initially had a few collocation-related problems, those problems have already

been addressed, and Verizon's performance continues to be strong. As mentioned above,

in early December, Verizon implemented its splitter signature test to ensure that the

splitter is working properly on a line before an order is marked "complete." January results, which had the benefits of this new test, confirm the validity of Verizon's measures and the strength of Verizon's line sharing performance. Nevertheless, two commenters continue to raise collocation-related issues.

F.   Line Sharing-Related Collocation.

125.   Covad and Rhythms claim Verizon is not ready to accept line sharing orders in all central offices because it has not completed the necessary line sharing-related collocation work. These claims are unfounded. As discussed below, not only has Verizon completed all of the requisite collocation work in Massachusetts, but more importantly, Verizon is successfully completing line sharing orders today.

126.   Covad and Rhythms give the erroneous impression that only a small percentage of Verizon's central offices in Massachusetts and New York are equipped to accommodate line sharing orders. This is not true. As explained in our supplemental declaration, Verizon adopted a special Quality Inspection process to ensure that all of the line sharing-related collocation work completed as part of its project management process was accurate. With respect to those collocation arrangements in place as of December 1, 2000, which account for the bulk of the line sharing arrangements, Verizon has completed the initial collocation build work, has completed the Quality Inspections of that work, and has completed any corrective work that was necessary.

127.   In our initial Massachusetts declaration, we pointed to New York data to demonstrate that Verizon was capable of handling line sharing orders in commercial volumes because at that time Verizon had provisioned more line sharing orders in New York than in Massachusetts. Even at that time, however, Verizon was already

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completing commercial volumes of collocation work for line sharing in Massachusetts, so there was no need for Verizon to look to New York to demonstrate its ability in this area. Indeed, Verizon has completed a total of 133 line sharing-collocation arrangements in Massachusetts.

128.   Covad argues that an email sent by Verizon employee Mike Conniff suggests that Verizon has not completed the requisite collocation work. Covad Comments at 6. But Covad has mischaracterized the Conniff email.

129.   The Conniff email discusses an attached list of 130 central offices throughout the Verizon footprint, *only two of which* – West Roxbury and Peabody – are in Massachusetts. The attachment contains a non-exhaustive list of central offices that Verizon has now inspected and corrected (where the inspections revealed such corrections were necessary) as part of Verizon's Quality Inspection process. Contrary to Covad's characterization, the Conniff email does not suggest that corrective action is "underway" on these listed offices but rather it indicates Verizon had already inspected the listed central offices and completed the necessary corrective action. The email states, "I wanted to take the opportunity to provide a Microsoft Excel file identifying each of these 130 jobs where we have *taken* corrective action on build issues" (emphasis added).

130.   Moreover, many of the problems that Verizon had corrected were minor. For example, some of the problems dealt with mislabeling or mis-stenciling of information on the POT bay which would not affect provisioning of an order because the cross connections to complete an order are performed at the main distribution frame.

131.   Additionally, Verizon had already successfully provisioned Covad orders in each of these offices. In particular, Verizon provisioned ****   **** Covad orders

in the Peabody office and ****   **** in the West Roxbury office. Most of these orders were completed before Conniff's February 1 email.

132.   The Conniff email also indicates that Verizon is performing a "re-audit" of the offices. This internal "re-audit" process is yet another layer of protection, which Verizon performs to triple check its work. However, CLECs need not hold their orders or delay turning up service to their customers to await the completion of this internal "re-audit" process because this process occurs after Verizon has inspected the collocation work and put any necessary corrections in place. While Conniff suggested otherwise in his email, he was mistaken. And the facts bear out that Conniff's caution was misplaced because in the two Massachusetts central offices on his list Verizon had, as previously noted, already successfully completed Covad orders.

133.   Covad claims that the "Failed Dispatch Report" it sends to Verizon, which purports to show the number of orders Verizon claims are complete but on which Covad claims it can not turn up service, demonstrates Verizon's failure to properly provision line sharing orders. Covad Comments, Clancy Decl. ¶ 3. However, joint investigations of the central office wiring work in certain central offices have revealed that line sharing orders have failed due to operational and other problems on Covad's part.

134.   For example, on January 24 and 25, 2001, Verizon and Covad personnel met at the ****   **** and ****   **** central offices in New York to investigate the adequacy of the central office wiring work. The inspections revealed no Verizon problems in these offices. However, Covad's DSLAM was defective in the ****   **** office. In the ****   **** office, Covad had improperly inventoried 200 pairs of cable in its DSLAM – a problem that

would prevent provisioning of orders. Additionally, Covad's DSLAM and test equipment in the **** **** office were incompatible, and as a result produced false negative results when in fact the wiring work was accurate. Similarly, on February 16, 2001, Verizon and Covad personnel met at the **** ****, Massachusetts central office to investigate the adequacy of the completed central office wiring work. The inspection again revealed no Verizon problems, but Covad had failed to install its DSLAM or any other equipment in its collocation cage.

135. Rhythms also complains about Verizon's line sharing-related collocation work. According to Rhythms, Verizon should have completed Rhythms's collocation work sooner because Verizon only needed to re-terminate existing cable and pairs in each office. Rhythms Comments at 8. Rhythms also suggests it is not responsible for any delays in the collocation work because Verizon did not have to await the delivery of its splitters. *Id.*

136. As an initial matter, the collocation work performed for Rhythms involved far more than just re-terminating cables. For example, Verizon had to prepare engineering work flow documents; conduct site visits with engineering vendors to prepare specifications and verify central office conditions; order materials depending upon the findings of the site survey; review the pairs assigned for re-use both in Verizon's databases and in the field, and test the newly-installed cable. Additionally, Verizon's ability to re-use existing cable pairs was complicated by Rhythms's failure to provide Verizon with a consecutive compilation of 100 pairs which it agreed to provide in the NY DSL collaborative. The failure to provide this consecutive compilation of

pairs made both Verizon's wiring of the cable pairs as well as its engineering of entire arrangement more difficult and time consuming.

137.   Rhythms also claims Verizon did not implement its Quality Inspection process soon enough. However, Verizon implemented the inspection process as soon as it became aware of the start-up issues.

138.   Moreover, the fact is that Verizon has completed all of Rhythms's collocation work for line sharing. In fact, in each case, Verizon has completed the initial collocation work, performed Quality Inspections of that work, and completed any necessary corrective action in every Massachusetts and New York central office containing line sharing-related collocation arrangements. It appears that Rhythms generally agrees with this conclusion.

139.   Rhythms attaches to its comments a copy of a January 23, 2001 "Quality Audit Status Sheet" that was prepared by Verizon. This sheet indicates which offices have "passed" or "failed" Verizon's Quality inspection process and the date any corrective action was taken. It also shows offices which Rhythms claims have "failed" its own internal certification process. Rhythms disputes completion of the necessary collocation work in only ****   **** of the ****   **** central offices in Massachusetts in which it is collocated. These offices are the ****

**** offices. Rhythms also notes that a fourth office ****

**** is pending database verification. Rhythms Comments at 9 & Williams Decl. ¶¶ 12-14. Thus, Rhythms itself admits that 95 percent of the Massachusetts central offices are "ready." Additionally, Verizon has now verified or "passed" the one Massachusetts office that was pending database certification. Verizon has also re-

examined yet again the **** **** offices that Rhythms claims are not complete and found no problems, and Verizon has already completed line sharing orders in ****

****of those offices.

140. Rhythms also claims that out of the **** **** New York offices where they have line sharing collocation arrangements, the collocation work in

**** **** of those offices is incomplete and **** **** offices are pending database verification. Rhythms Comments at 9 & Williams Decl. ¶¶ 12-14. Again, this has no effect on Verizon's ability to complete line sharing orders in Massachusetts. In any event, the database verifications are now complete in the **** **** offices and Verizon has "passed" these offices. Verizon has also re-examined the **** **** remaining offices, yet again, and once more found that the collocation work was properly completed.

141. Rhythms also says it has "attempted to submit" or "tried to submit" more orders in more central offices than it has had completed by Verizon. Rhythms, Williams Decl. ¶¶ 14-16. However, Rhythms provides no underlying order detail to support its claims. Without this type of back-up data, it is impossible to investigate or respond to its specific claims.

142. Rhythms claims that it has submitted line sharing orders in

**** **** out of the **** **** central offices in Massachusetts which it has equipped for line sharing, and that Verizon has completed its orders in only

**** **** of those central offices. *See id.* Verizon's records contradict this data. Verizon's records for the first week of February show that Rhythms has actually submitted local service requests ("LSRs") that resulted in valid orders in only

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****   **** Massachusetts central offices and that Verizon has completed Rhythms

orders in ****   **** of those offices. *See* Att. O. And Rhythms had only one

pending order in the one central office where Verizon has not yet completed any

Rhythms orders ****   ****. Verizon remains unable to complete

that one order because Rhythms has improperly wired equipment in its collocation cage –

a fact confirmed by a Verizon/Rhythms joint meet at the ****   **** office on

February 6, 2001, and reconfirmed yet again on February 27. Consequently, Verizon has

completed Rhythms orders in over 95 percent of the Massachusetts central offices where

Rhythms submitted orders.

143.   Rhythms also claims that Verizon is only able to successfully provision

line sharing orders in ****   **** of its New York offices. However, Verizon's

records for the first week of February show that Rhythms has submitted valid line sharing

orders in ****   **** New York central offices and that Verizon has completed

orders in all ****   **** of those offices

144.   Rhythm also alleges that it has submitted more line sharing orders than

Verizon has completed. Rhythms appears to be reporting the total number of LSRs it

submitted to Verizon. However, as Rhythms knows, not every LSR is converted into a

valid order because a CLEC may submit multiple LSRs in connection with a single order

to correct inaccurate end user information, to change a due date, or even to cancel an

LSR. As a result, each order may have multiple LSRs associated with it. The only way

to measure Verizon's completion of Rhythms orders is to look at how many valid orders

Verizon actually received and how many it completed.

145. Rhythms claims it has attempted or tried to submit **** **** line sharing orders in Massachusetts and that Verizon has completed only *** **** of those orders. Rhythms Comments, Williams Decl. ¶ 15. Rhythms provides no back-up data in support of its claim. Verizon's records show that as of the first week of February, Rhythms submitted LSRs that resulted in **** **** valid orders in Massachusetts, later cancelled **** **** of those orders, and that Verizon completed

**** **** of the remaining **** **** orders, a total of 95 percent. *See* Att. O.

146. ****

****

147. Rhythms's New York order numbers are also inconsistent with Verizon's records. Rhythms claims it tried to submit **** **** line sharing orders in New York, and that Verizon has only completed **** **** of those orders. But Verizon's records for the first week of February show Rhythms submitted

****   **** valid orders in New York, later cancelled ****   **** of those

orders, and that Verizon completed ****   **** (or 96 percent) of the remaining

orders.

148.   Finally, Rhythms claims its line sharing order volumes have been low

because it could not submit line sharing orders in certain Massachusetts central offices.

But, as previously discussed, Rhythms agrees that the collocation work is done in most

central offices, but it still has not submitted valid orders in the majority of them. In fact,

Rhythms has not submitted valid orders in ****   **** of its ****   **** (or 64

percent) of its Massachusetts central offices. *See* Att. O.

Line Splitting

149.   Verizon is permitting CLECs to engage in line splitting in a manner

consistent with the Commission's and the DTE's Orders. *See Investigation by the*

Department on Its Own Motion as to the Propriety of the Rates and Charges Set Forth in

M.D.T.E. No. 17, Filed with the Department by Verizon New England, Inc. d/b/a Verizon

Massachusetts on May 5 and June 14, 2000, to Become Effective October 2, 2000, D.T.E.

98-57-Phase III, Phase III-B Clarification Order (MA DTE, Feb. 21, 2000); *Deployment*

of Wireline Services Offering Advanced Telecommunications Capabilities and

Implementation of the Local Competition Provisions of the Telecommunications Act of

1996, Third Report and Order on Reconsideration in CC Docket No. 98-147, Fourth

Report and Order on Reconsideration in CC Docket No. 96-98 (rel. Jan. 19, 2001) ("*Line*

Sharing Reconsideration Order"). CLECs seeking to offer integrated voice and data over

a single loop may do so by purchasing an unbundled xDSL-capable loop and unbundled

switching combined with transport terminated to a collocation arrangement and

connected to a CLEC-provided splitter and DSLAM equipment. With this line splitting arrangement, a CLEC can provide both the voice and data service itself or it can partner with another CLEC. The unbundled network elements that comprise this line splitting arrangement are currently available from Verizon today.

150.   Using these existing unbundled network offerings, CLECs have various options available to them to provide integrated voice and data services in a line splitting arrangement. None of these options are specific to line splitting, and all of them are available today through Verizon's existing offerings. First, if CLECs wants to engage in line splitting to serve a customer that does not have a pre-existing voice or data account with any carrier, the CLECs an order a new unbundled xDSL-capable loop and a new unbundled local switching port, combined with transport, terminated to a specified collocation arrangement. Once these network elements are at the collocation arrangement, the CLEC can combine them with its splitter to provide an integrated voice and data service to its end user. Note that if a CLEC desires to use its own switching capability, it need not order unbundled switching from Verizon.

151.   Second, if CLECs want to engage in line splitting to serve an end user that currently has a pre-existing account with a voice carrier, the CLECs can again order a new unbundled xDSL-capable loop and unbundled switching element, and configure those elements in a line splitting arrangement as described above. Once that arrangement is in place, the CLEC can issue an order to disconnect the end user's pre-existing voice service.

152.   Third, if a UNE-P CLEC wants to engage in line splitting with its existing end user, the UNE-P CLEC can enter into a line splitting arrangement that re-uses the

same unbundled loop and switching elements that were a part of the pre-existing UNE-P

arrangement. To do so, the CLEC must initiate a local service request for a conversion

from a loop and port combination to an individual loop and port (which is Activity Type

V and Request type MB on the local service request). On this local service request the

CLEC would complete the service-specific forms for unbundled loop and switching

facilities. Upon receipt of such an LSR, Verizon would issue the necessary internal

service orders to perform the following activities in the following order: 1) disconnect the

existing UNE-P service; 2) connect the port to the collocation arrangement; and 3)

connect the loop to the collocation arrangement. The "rearrangement" to move the loop

and the port to the collocation arrangement is not designed to be a seamless migration

and some minimal service disruption may occur.

153.   Verizon can coordinate these activities in the third scenario to enable a

UNE-P CLEC to re-use the unbundled loop, assuming it is xDSL capable, and unbundled

switching in a line splitting arrangement. However, as discussed below, Verizon is

developing line splitting-specific OSS capabilities that will further facilitate migrations

from a UNE-P arrangement to line splitting arrangement based on the business scenarios

defined as part of the New York DSL Collaborative.

154.   Verizon has sent CLECs an Industry Letter detailing its line splitting

policy, which is consistent with the discussion outlined above. *See*

http://www.bellatlantic.com/wholesale/html/clec_01/02_14.htm & Att. P. CLECs may

contact their account manager to have contract language reflecting this policy

incorporated into their existing interconnection agreements. Additionally, Verizon has

also incorporated line splitting contract language in its Model Interconnection

Agreement. *See* Att. Q. Any carrier who wants to include that particular line splitting language into its contract could do so.

155.   WorldCom contends Verizon is not in compliance with the Commission's line splitting requirements because it has not already implemented certain OSS capabilities to support line splitting. WorldCom Comments at 23-26. WorldCom is wrong.

156.   In its recent *Line Sharing Reconsideration Order*, the Commission clarified that incumbent carriers have a current obligation to permit CLECs "to offer both voice and data service over a single unbundled loop" in a line splitting configuration and that incumbents must make necessary network modifications including access to OSS necessary for the "pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements." *Line Sharing Reconsideration Order* ¶¶ 18-20. However, the Commission acknowledged that such supporting, line splitting-specific OSS systems are not in place today and would need to be developed. It therefore "strongly urg[ed] incumbent LECs and competing carriers to work together to develop processes and systems to support competing carrier ordering and provisioning of unbundled loops and switching necessary for line splitting." *Id.* ¶ 21.

157.   Even before release of the *Line Sharing Reconsideration Order*, Verizon was working with CLECs in the NY DSL Collaborative to define the requisite business relationships, rules and practices that provide the requirements for development of OSS capabilities for line splitting. Unlike line sharing, in a line splitting arrangement Verizon itself controls neither the voice nor data portion of the loop. Therefore issues concerning relationships and practices between the voice and data CLECs need to be defined by the

DSL Collaborative before system requirements and subsequent development and implementation in Verizon's OSS can be accomplished. Once these new OSS capabilities are in place, voice and data CLECs will be able to submit newly-developed line splitting orders that support the business scenarios defined by the DSL Collaborative. In addition, the DSL Collaborative is working to define the ordering processes to support migration from a UNE-P arrangement or a line sharing arrangement to a line splitting arrangement in as automated and seamless a manner as possible. Under the supervision of the New York PSC, the Collaborative has agreed upon an implementation schedule for these line splitting-specific OSS capabilities. Under this schedule, in June, Verizon will conduct a pilot in New York using new OSS functionality to add data to UNE-P in a line splitting arrangement while re-using the same pre-existing network elements, including the loop. In October, Verizon will implement, throughout the former Bell Atlantic footprint (now sometimes referred to as "Verizon East"), the new OSS capability necessary to support transitions from line sharing to line splitting arrangements consistent with the business processes defined in the DSL Collaborative.

158.   WorldCom also claims Verizon has failed to demonstrate that it can handle commercial volumes of line splitting. WorldCom Comments at 24-28. But the Commission has already concluded that Verizon can handle UNE combinations, and line splitting can be achieved today through the combination of UNEs. *See New York Order* ¶¶ 231-232.

159.   Covad claims that Verizon rejects line sharing orders where the customer has a CLEC voice carrier, and that this somehow shows that Verizon precludes CLECs from line splitting. Covad Comments at 10. As the Commission has now repeatedly

recognized, line splitting and line sharing are different. The OSS capabilities that are in place today are designed specifically to handle line sharing orders (*i.e.*, orders where the ILEC is providing the end user customer with voice service). The rules for taking a line sharing order and producing a line splitting arrangement have not yet been specified, designed and implemented in the OSS. If Covad wants to engage in a line splitting arrangement with a voice CLEC, it may do so by working with the voice CLEC to order the individual network elements, as set forth above.

<u>Remote Terminal Access /Unbundled Subloops</u>

160.   Through its remote terminal collocation and unbundled subloop offerings, Verizon permits carriers to engage in line sharing for customers that are served by remote terminals and have digital loop carrier ("DLC")-equipped lines.

161.   In its recent *Line Sharing Reconsideration Order*, the Commission made clear that ILECs must permit CLECs to engage in line sharing even where the ILEC has deployed fiber in the loop. *Line Sharing Reconsideration Order* ¶ 10. Although the Commission acknowledged that the high frequency portion of the loop is limited by technology to the copper portion of the loop, it found that "where a competitive LEC has collocated a DSLAM at a remote terminal, an incumbent LEC must enable the competitive LEC to transmit its data traffic from the remote terminal to the central office." *Id.* ¶ 12. The Commission went on to say that an "incumbent LEC can do this, at a minimum, by leasing access to the dark fiber element or by leasing access to the subloop element." *Id.*

162.   Verizon's current collocation and unbundled subloop offerings permit CLECs to engage in line sharing as contemplated by the Commission's recent Order.

CLECs seeking to serve a customer with a DLC-equipped loop have three provisioning options available to them. First, pursuant to Verizon's unbundled subloop offering, a CLEC may collocate either in or adjacent to the remote terminal and interconnect at the feeder distribution interface to access the cooper portion of the loop. At that point, the CLEC may place its data signal on top of Verizon's voice signal in a line sharing arrangement to serve the customer.

163.   To transport its data signal back to the central office from the remote terminal, the CLEC can purchase unbundled dark fiber, where it is available, between the remote terminal and the central office and equip that fiber with its own electronics. The second option is a variation of the first one except that the CLEC can purchase, from Verizon, a high speed transmission path (*i.e.*, a feeder facility – either a DS-1 or DS-3) as either an unbundled network element, where it is available, or a service between the remote terminal and the central office to transport its data signal between these two points. Third, Verizon will provide CLECs with "line and station transfers" pursuant to which Verizon will move or switch a customer whose line is equipped with DLC to a full (*i.e.*, from the central office to the customer premises) copper loop, provided that the length of the full copper loop would not result in significant degradation of the voice service. This enables the CLEC to provision its xDSL service over the entire length of the loop.

164.   Covad suggests in its comments here, as it has argued before other state commissions, that Verizon has not complied with the *UNE Remand Order* or the Commission's Order granting SBC a waiver of its merger conditions because Verizon has

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no yet deployed certain next generation digital loop carrier ("NGDLC") equipment in its network. Covad Comments at 35. Covad is wrong.

165. Verizon has not refused to provide either unbundled subloops nor collocation at remote terminals as required by the *UNE Remand Order* in any state in its footprint. What Covad has argued for before state commissions – and what they appear to be arguing here – is not for collocation at the remote terminal or unbundled subloop between the remote and the central office, which it can do under Verizon's current offerings. Rather, Covad has argued that Verizon should provide CLECs with an end-to-end packet switching service similar to the service SBC has offered in those locations where it has deployed integrated line cards and NGDLC under the terms of the Commission Order granting a waiver of its merger conditions. *See Ameritech Corp., Transferor, and SBC Communications Inc., Transferee; For Consent to Transfer Control of Corporations Holding Commission Licenses and Lines Pursuant to Sections 214 and 310(d) of the Communications Act and Parts 5, 22, 24, 25, 63, 90, 95, and 101 of the Commission's Rules,* Second Memorandum Opinion and Order, CC Docket No. 98-141, FCC 00-236 (rel. Sept. 8, 2000). Indeed, unlike SBC, Verizon has not deployed the necessary equipment in its NGDLC systems or in its serving central offices nor has it deployed integrated line cards. But neither the *UNE Remand Order* nor the Commission's decision granting SBC's request for a waiver of its merger conditions require Verizon to offer an end-to-end packet switching service. Verizon is however currently exploring various alternatives to provide CLECs with other options for serving customers served by remote terminals.

166.   Moreover, the Commission itself has recently initiated a *Further Notice* to explore other ways of "providing line sharing where an incumbent LEC has deployed fiber in the loop," but it also stated that "we do not mandate any particular means in this Order," because "[s]olutions largely turn on the inherent capabilities of equipment that the incumbent LECs have deployed, and are planning to deploy, in remote terminals." *Line Sharing Reconsideration Order* ¶ 12, *see also accompanying* Third Further Notice of Proposed Rulemaking in CC Dkt. 98-147, Sixth Further Notice of Proposed Rulemaking in CC Dkt. 96-98.

167.   Only one other Commenter raises a remote terminal issue. Rhythms erroneously claims that Verizon has failed to comply with the DTE's September 29, 2000 Phase III Order which required it to file an illustrative proposed tariff that would enable CLECs to place or have Verizon place CLEC-purchased line cards in Verizon's DLC electronics at a remote terminal – the so-called "plug and play" option. Rhythms Comments at 18. However, the due date designated by the DTE for filing the proposed tariff has not yet passed. In its January 8th Phase III Order, which reconsidered the September 29th decision, the DTE permitted Verizon to take up to 60 days from the date of the January 8 Order to file its proposal for a plug and play tariff. *See* D.T.E. 98-57-Phase III-A (Jan. 8, 2001). Consequently, Verizon's proposed plug and play tariff is not due at the DTE until March 9th. Rhythms argument is therefore premature.

IV.   Other issues.

168.   Several commenters have raised issues that go beyond the further evidence Verizon submitted on its performance in providing unbundled network elements for DSL

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